

MEMORANDUM

Agenda Item No. 8(L)(6)

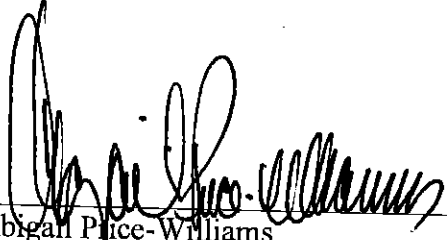
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 8, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution amending Interlocal Agreement between City of Homestead and Miami-Dade County relating to grant in the amount of \$1,500,000.00 from Building Better Communities General Obligation Bond Program Project 320 Economic Development Fund in Targeted Urban Areas; and authorizing County Mayor to execute and deliver the amendment on behalf of County

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.



Abigail Price-Williams
County Attorney

APW/uw

Memorandum



Date: November 8, 2019

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

Subject: Resolution Authorizing Amendment to Interlocal Agreement between Miami-Dade County and the City of Homestead for a Building Better Communities General Obligation Bond Economic Development Fund Grant for Homestead Multimodal Transit Center Development Project

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Amendment to Interlocal Agreement (Amendment) with the City of Homestead (City). Pursuant to Resolution No. R-857-17 adopted on October 3, 2017, the Board approved the Interlocal Agreement (ILA) to grant funding in the amount of \$1.5 million from Building Better Communities General Obligation Bond (BBC-GOB) Program Project No. 320 Economic Development Fund in Targeted Urban Areas (Project No. 320) for the Homestead Multi-Modal Transit Center (GOB Project). Approval of the Amendment will provide for modification to the scope of work of the GOB Project as originally described in the ILA. The ILA is attached to this memorandum as Attachment 1.

Scope

The Homestead Multi-Modal Transit Center is located in County Commission District 8, which is represented by Commissioner Daniella Levine Cava.

Fiscal Impact/Funding Source

There is no new fiscal impact. The Interlocal Agreement provides that \$1.5 million from the BBC-GOB Project No. 320 shall be made available to the City on a reimbursable basis for eligible infrastructure costs related to the GOB Project. The funding source is BBC-GOB Program Project No. 320 bond proceeds.

The Amendment will partially offset the cost of the construction of the Homestead Waste Water Treatment Plant Influent Pump Station as well as upgrades to the sewer collection system affiliated with the GOB Project.

Track Record/Monitor

Leland Salomon, Deputy Director of the Department of Regulatory and Economic Resources, is responsible for monitoring the Interlocal Agreement.

Background

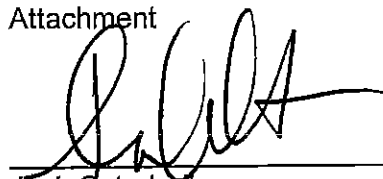
Pursuant to Resolution No. R-225-16 adopted on March 8, 2016, the Board approved a \$1.5 million allocation from BBC-GOB Program Project No. 320 for the GOB Project and directed the County Mayor or County Mayor's designee to begin negotiating the terms of the Interlocal Agreement.

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
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On October 3, 2017, the Board approved Resolution No. R-857-17, which authorized the County Mayor to execute the Interlocal Agreement.

The Interlocal Agreement provided for reimbursement of land acquisition and construction costs related to a public parking garage. On June 8, 2018, the Office of Management and Budget received a request from the City of Homestead to modify the scope of work of the GOB Project.

Attachment

A handwritten signature in black ink, appearing to read "Jack Osterhoff", is written over a horizontal line.

Jack Osterhoff
Deputy Mayor

**GENERAL OBLIGATION BOND (GOB)
BUILDING BETTER COMMUNITIES
INTERLOCAL AGREEMENT
BETWEEN
CITY OF HOMESTEAD, FLORIDA
AND
MIAMI-DADE COUNTY, FLORIDA**

**Economic Development Fund
Homestead Multimodal Transit Center
GOB Project Number 320**

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Homestead, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of Homestead, Florida (the "City") is entered into this 24th day of October, 2017.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board enacted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, Resolution No. R-914-04 was one of those resolutions and it approved the issuance of general obligation bonds in the aggregate principal amount of \$352,162,000 "to construct and improve walkways, bikeways, bridges and access to the Seaport, and other municipal and neighborhood infrastructure improvements to enhance quality of life" in accordance with the projects listed on Appendix A to the Resolution ("Appendix A"); and

WHEREAS, one of the projects listed on Appendix A was Project 320 entitled "Economic Development Fund in Targeted Urban Areas" with a project description of "provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs" ("Project 320"); and

WHEREAS, the Board in Resolution No. R-225-16 adopted on March 8, 2016 approved an allocation not to exceed \$1,500,000.00 ("Funding Allocation") to the City from Project 320 for certain public infrastructure improvements described in Exhibit A to this Agreement ("GOB Project") in connection with the revitalization of its Historic Downtown in an effort to spur economic development in the immediate and adjacent areas; and

WHEREAS, the County anticipates funding the full amount of the Funding Allocation (\$1,500,000.00) in Fiscal Year 2016-2017 in accordance with the requirements in Section 2 and the funding plan in Section 4; and

WHEREAS, the County and the City wish to enter into this Agreement to set forth the terms pursuant to which the County will disburse the Funding Allocation to the City; and

WHEREAS, both the City and County have authorized, by resolution, the execution and delivery of this Agreement,

NOW THEREFORE, the parties agree as follows:

Section 1. Parties, Effective Date and Term. The parties to this Agreement are the City and the County. The County Mayor has delegated the responsibility of administering this Agreement to the County's Office of Management and Budget or its successor or assigns ("OMB").

This Agreement shall take effect upon the date written above upon its execution by the authorized officers of the County and the City and shall terminate upon the satisfaction and completion of all the terms and conditions by the County and the City.

Section 2. Funding Requirements and Reimbursement Schedule. Subject to the availability of GOB bond/note proceeds ("Funds"), the requirements in this Section 2, the funding plan in Section 4 and the terms of this Agreement, the County agrees to make disbursements to the City, as soon as is practical, from available Funds, after receipt of invoices from the City for eligible capital costs incurred in connection with the GOB Project. With each request for reimbursement, the City shall also provide a written statement that (a) the City is not in default pursuant to the provisions of this Agreement; (b) the GOB Project has not been materially altered without the County's approval; (c) all requirements of the funding plan in Section 4 have been met; and (d) the reimbursement is in compliance with the IRC Reimbursement Rules defined below in this Section 2.

All Funds shall be disbursed on a reimbursement basis in accordance with the County's BBC GOB Administrative Rules which are attached as Exhibit B ("Administrative Rules") and incorporated in this Agreement by reference. Other than the Funding Allocation pursuant to this Agreement, the County has no obligation to provide the City with any financial support in excess of the Funding Allocation. Cost overruns are the sole responsibility of the City. The City understands and agrees that reimbursements to the City shall be made in accordance with federal laws governing the BBC GOB Program, specifically the Internal Revenue Code of 1986 and the regulations promulgated under it. Any reimbursement request by the City for eligible GOB Project expenses shall be made no later than eighteen (18) months after the latter of (a) the date the original expenditure is paid, or (b) the date the Development and GOB Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the City (the "IRC Reimbursement Rules").

It is anticipated that the GOB Project shall be placed in service within 36 months of receipt by the City of any funds pursuant to this Agreement, which is the expected completion date of the Development (defined in Section 3 below). For purposes of this Agreement, "placed in service" shall mean the date on which the Development and GOB Project is certified as completed by the City of Homestead.

For the purpose of this Agreement, eligible GOB Project costs shall include (i) the cost of land purchased by the City for the GOB Project provided that, the GOB Project costs shall only be allocated to that portion of the land that is for public infrastructure and no GOB funding shall be allocated to that portion of the land that is used for retail and other commercial development, and (ii) GOB Project eligible capital costs paid by the City as described in Exhibit A. It is anticipated that any such land purchase will be completed by December 31, 2017. Any significant delay in completion may impact the County's ability to reimburse the City due to the IRC Reimbursement Rules.

The County shall only be obligated to reimburse the City (i) provided the City is not in breach of this Agreement, and (ii) provided that there are available Funds. The County shall not be required to reimburse the City out of other revenues of the County. The Funding Allocation shall be reduced by the amount of Funds disbursed from time to time pursuant to this Agreement. The County shall administer, in accordance with the Administrative Rules, available Funds as authorized by Board Resolutions.

Section 3. Development Project Description. The City has undertaken the revitalization of the City's Historic Downtown District ("Development") in an effort to spur economic development in the immediate and adjacent areas, as described in Resolution No. R-225-16 adopted by the Board. The Development plans include a Multimodal Transit Center that will include a multi-story garage with retail liner, a family entertainment center, and a transportation hub situated along the South Dade Transitway. The addition of a Multimodal Transit Center will increase ridership on public transportation, offer improved service to residents and visitors, support downtown redevelopment, and offer added convenience to area commuters. This Agreement will provide funds to partially offset the \$8.8 million cost of land to be acquired for the construction of the GOB Project provided that, the GOB Project costs shall only be allocated to that portion of the land that is for public infrastructure and no GOB funding shall be allocated to that portion of the land that is used for retail and other commercial development. Land acquired with BBC GOB funds may not be sold or transferred without the written consent of the County and may require equitable reimbursement of bond funding based on residual value.

If the City wishes to revise the GOB Project for the purpose of completing the Development and such revisions substantially alter the GOB Project, the City shall notify OMB in writing. OMB shall submit the request to the Mayor and/or Board for consideration as soon as it is practical. It is understood that the review process may take up to ninety days (90).

Section 4. Funding Plan. The total cost of the GOB Project is approximately \$33.3 million. Of that amount, the City is responsible for approximately \$31.8 million (96%) from its own or other funds and the County will fund \$1.5 million (4%) for the GOB Project from the Funding Allocation. The Funding Allocation shall only reimburse the City for expenses set forth in Exhibit A which include eligible soft costs up to 17% of the Funding Allocation and eligible capital costs of the GOB Project. No portion of the Funding Allocation shall be used to reimburse the City for working capital expenses, i.e. security, traffic control. The City shall demonstrate that its share of the GOB Project costs (approximately \$31.8 million) is available before the County makes its initial disbursement to the City from the Funding Allocation. Each invoice from the City submitted to the County for reimbursement shall include evidence that the City funded a like amount of capital costs for which it is not seeking reimbursement (i.e. \$1.5 million reimbursement from the County is matched by \$1.5 million investment by the City). This evidence should demonstrate the actual expenditure of funds (i.e. cancelled checks or other forms of payment to the contractor performing construction work) prior to the release of concurrent grant funds.

Section 5. Compliance with Laws. Each party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the GOB Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), and all other applicable requirements contained in this Agreement, which is hereby incorporated in this Agreement by this reference.

Section 6. City Obligations. All records of the City and its contractors pertaining to the GOB Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The City shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

The City shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Agreement are posted on the County's website: "miamidade.gov".

Section 7. Accounting, Financial Review, Access to Records and Audits. The City shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the GOB Project for at least three (3) years after completion of the Development and GOB Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an Independent Private-Sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. THE MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL ("OIG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the City and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the City (and any affected contractor and materialman) from OIG, the City (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this Section shall apply to the Municipality, its contractors and their respective officers, agents and employees. The City shall incorporate the provisions in this Section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality. This provision shall survive the early termination and/or the expiration of this Agreement.

Section 8. Relationship of the Parties. The parties agree that the City is an independent entity responsible for the Development and the GOB Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 9. Liability. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 of the Florida Statutes. The City acknowledges that the County, its employees, Commissioners and agents are solely providing funding assistance for the GOB Project and are not involved in the design, construction, operation or maintenance of the GOB Project.

Section 10. Breach, Opportunity to Cure and Termination.

(a) Each of the following shall constitute a default by the City:

(1) If the City uses all or any portion of the Funding Allocation for costs not associated with the GOB Project (i.e., ineligible costs), and the City fails to cure its default within thirty (30) days after written notice of the default is given to the City by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the City commences diligently and thereafter continues to cure.

(2) If the City shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the City fails to cure its default within thirty (30) days after written notice of the default is given to the City by the

County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the City commences diligently and thereafter continues to cure.

(3) If the City fails to complete the Development and GOB Project within three (3) years of the effective date of this Agreement.

(b) The following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the City; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the City shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

Section 11. Litigation Costs/Venue. In the event that the City or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the City agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 12. Project Signage and Project Financing Advertisements. It is understood and agreed between the parties hereto that the City is funded in part by Miami-Dade County. Further, by acceptance of these funds, the City agrees that during construction Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source on any construction project signage. After construction, to the extent any signage or other public advertisement recognizes any public funding source, Miami-Dade County shall also be recognized. Lettering used for "Miami-Dade County" on such signage will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The City shall ensure that all publicity, public relations, advertisements and signs advertising or describing the financing of the GOB project shall recognize and reference the County for the support of all GOB Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, and promotions which describe the financing for the GOB project. In particular, the City must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample of mockup of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the GOB Project funded by the Agreement, are informed that the County is its funding source.

Section 13. Notice. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by

reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County, Stephen P. Clark Center
111 NW 1 Street, Suite 2910
Miami, Florida 33128

The City:
Manager
City of Homestead
100 Civic Court
Homestead, Florida 33030

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

Section 14. Modification and Amendment. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

Section 15. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 17. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 18. Representation of the City. The City represents that this Agreement has been duly authorized by the Mayor and City Council, as the governing body of the City, and the City Manager or designee, has been granted the required power and authority to execute this Agreement. The City agrees to: (a) maintain the GOB Project for a minimum of 25 years; (b) keep the GOB Project open safely and properly maintained for all Miami-Dade County residents; and (c) accept and comply with the Administrative Rules as stated in Exhibit B and as may hereafter be amended.

Section 19. Representation of the County. The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Mayor or Mayor's designee the required power and authority to execute this Agreement. Subject to the conditions set forth in this Agreement, the County agrees to provide the Funding Allocation to the City for the purpose of developing and improving the GOB Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Exhibit B (Administrative Rules). In addition to the other conditions set forth in this Agreement, Miami-Dade County shall only be obligated to reimburse the City provided the City is not in breach of this Agreement and the City has demonstrated that it has adequate funds to complete the Development and GOB Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The City shall be responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Exhibit B, to the County Mayor or his designee for this purpose.

Section 20. Invalidity of Provisions. Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 21. Indemnity. The City does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the City. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the City to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to

indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City or any unrelated third party.

Section 22. Assignment. The City may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 23. Entirety of Agreement. This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of Oct. 24, 2017.

City of Homestead, Florida, a municipal corporation of the State of Florida

By: [Signature] 5/24/17
City Manager Date

Attest:

By: [Signature] 5/24/17
Clerk Date

(Affix City Seal)

Approved by City Attorney as to form and legal sufficiency.

[Signature]

MIAMI-DADE COUNTY, FLORIDA

By: [Signature]
County Mayor Date

Attest:
HARVEY RUVIN, CLERK

By: [Signature] 10/24/17
Deputy Clerk Date

(Affix Seal)

Approved by County Attorney as to form and legal sufficiency.

JRA



Exhibit A
Eligible Capital Costs of the GOB Project
City of Homestead Economic Development Fund Project 320
Interlocal Municipal Agreement.

<u>Description</u>	<u>Cost Estimate*</u>
Construction costs for public parking garage with 1038 parking spaces with retail liner	\$33.3 million
Land acquisition costs for public parking garage and retail liner \$8.8 million	\$8.8 million

*The sum of Economic Development Fund grant disbursements will not exceed \$1,500,000

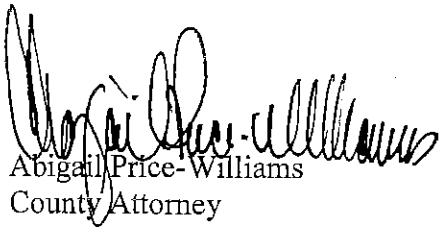


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 8, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(6)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(6)
11-8-18

RESOLUTION NO. _____

RESOLUTION AMENDING INTERLOCAL AGREEMENT
BETWEEN CITY OF HOMESTEAD AND MIAMI-DADE
COUNTY RELATING TO GRANT IN THE AMOUNT OF
\$1,500,000.00 FROM BUILDING BETTER COMMUNITIES
GENERAL OBLIGATION BOND PROGRAM PROJECT 320
ECONOMIC DEVELOPMENT FUND IN TARGETED URBAN
AREAS; AND AUTHORIZING COUNTY MAYOR OR
COUNTY MAYOR'S DESIGNEE TO EXECUTE AND
DELIVER THE AMENDMENT ON BEHALF OF COUNTY

WHEREAS, pursuant to Resolution No. R-857-17 adopted on October 3, 2017, this Board approved an Interlocal Agreement with City of Homestead (Grantee) in the amount of \$1,500,000.00 from Project No. 320 - "Economic Development Fund in Targeted Urban Areas" (Project 320) of the Building Better Communities General Obligation Bond Program (Bond Program), for the partial funding of certain public infrastructure improvements related to the completion of the Homestead Multimodal Transit Center Development Project (the "Project"); and

WHEREAS, the Grantee requested that the County approve a modification to the scope of work as described in Section 3 of the Amendment to Interlocal Agreement (Amendment) to include reimbursement of eligible infrastructure cost of the Homestead Waste Water Treatment Plant Influent Pump Station Construction Project (attached hereto as Attachment A); and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board wishes to approve the Amendment and the modification to the scope of the Project,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the foregoing recitals, which are incorporated herein by reference.

Section 2. Approves the Amendment in substantially the form attached to this resolution as Attachment A and authorizes the County Mayor or the County Mayor's designee to execute and deliver the Amendment on behalf of the County.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Daniella Levine Cava	Jose "Pepe" Diaz
Sally A. Heyman	Eileen Higgins
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of November, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
CITY OF HOMESTEAD
AND
MIAMI-DADE COUNTY**

**GOB Project Number 320
Homestead Multimodal Transit Center**

THIS AMENDMENT (the "Amendment") to the Interlocal (hereinafter defined) by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Homestead, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council Members of the City of Homestead, Florida (the "Municipality") is entered into this _____ day of _____, 2018.

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. The Parties have previously executed an Interlocal Agreement ("Interlocal") dated October 24, 2017 in the amount of \$1,500,000 for the Project; and

Section 2. To the extent that the terms and provisions of the Interlocal are not expressly amended herein, such other terms and provisions shall be deemed in full force and effect, except that in the event of a conflict between the Interlocal and this Amendment, the provisions of this Amendment shall prevail. All capitalized terms contained in this Amendment which are not defined in this Amendment shall have the respective meanings ascribed to them in the Interlocal.

Section 3. Section 2 Paragraph 4 of the Interlocal is amended to read as follows:

For the purpose of this Agreement, eligible GOB Project costs shall include (i) eligible infrastructure costs related to the construction of the Homestead Waste Water Treatment Plant Influent Pump Station Construction Project and (ii) GOB Project eligible capital costs paid by the City as described in Exhibit A. Any significant delay in completion may impact the County's ability to reimburse the City due to the IRC Reimbursement Rules.

All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this agreement are posted on the County's website: "miamidade.gov".

Section 4. This Amendment and the Interlocal, as amended by this Amendment, constitute the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representation not expressly set forth in the Interlocal, as amended, and this Amendment are of no force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 2018.

City of Homestead, Florida, a municipal corporation of the State of Florida

By: [Signature] 9-11-18
City Manager Date

Attest:

By: [Signature] 9-11-18
Clerk Date

(Affix City Seal)

Approved by City Attorney as to form and legal sufficiency. [Signature]

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

Attest:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk Date

Approved by County Attorney as to form and legal sufficiency. _____

Exhibit A

Eligible Capital Costs of the GOB Project City of Homestead Economic Development Fund Project 320 Interlocal Municipal Agreement

Description	Cost Estimate
Construction costs for public parking garage with 1038 parking spaces with retail liner	\$33.3 million
Land acquisition costs for public parking garage and retail liner	\$8.8 million
Pump station infrastructure improvements project	\$6.1 million

*The sum of Economic Development Fund grant disbursements will not exceed \$1,500,000